

Omnibus Hearing Date: December 16, 2009 at 10:00 a.m.

Objection Deadline: December 11, 2009 at 4:00 p.m.

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Counsel for Malayan Banking Berhad

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re:	:	Chapter 11
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	Case No. 08-13555 (JMP)
	:	
Debtors.	:	Jointly Administered
	:	
-----X	:	

**DECLARATION OF THOMAS E. CHASE, ESQ. IN
SUPPORT OF MOTION OF MALAYAN BANKING BERHAD FOR
LEAVE TO CONDUCE RULE 2004 DISCOVERY**

THOMAS E. CHASE, hereby declares pursuant to Section 1746 of Title 28 of the

United States Code:

1. I am a partner at Rottenberg Lipman Rich, P.C., outside counsel for Maybank¹ and I am personally familiar with the matters discussed herein.
2. I submit this declaration in support of Maybank's motion for leave to conduct Rule 2004 discovery of Debtors having information relating to the Swap Transaction.
3. Maybank is a Malaysian bank headquartered in Kuala Lumpur, Malaysia.
4. As indicated by the attached documentation, in or around July 22, 1999

¹ Capitalized terms not otherwise defined herein have the definitions given to them in the Motion of Malayan Banking Berhad for Leave to Conduct Rule 2004 Discovery submitted herewith.

Maybank entered the Swap Transaction with LBIE, LBSF and LBHI.

5. In June 2009, I discussed the Swap Transaction with Maurice Horwitz ("Mr. Horwitz"), an attorney representing Debtors with the law firm Weil Gotschal & Manges, LLP. I provided Mr. Horwitz with copies of the attached documentation relating to the Swap Transaction and I asked Mr. Horwitz to provide Maybank with information relating to the Collateral Note.

6. Following my initial discussion with Mr. Horwitz, he informed me that he had located the Collateral Note and that "LBIE has your note." I asked Mr. Horwitz to provide Maybank with all the information available to him relating to the Collateral Note, but he declined to do so and advised me that Maybank should contact LBIE to obtain further information about the Collateral Note.

7. In June and July 2009, I spoke to both Mathew Monahan, an attorney at Linklaters representing LBIE and Huw Merriman, a representative of LBIE, and asked them to provide me with information about the Collateral Note, but they were unwilling or unable to do so, failing to respond to numerous requests for such information.

8. Maybank requires Debtors to produce the discovery set forth in Schedule A and Schedule B attached to the Proposed Order submitted herewith so that Maybank may meaningfully analyze its rights against the Debtors with respect to the Swap Transaction and Maybank's continuing rights with respect to the Collateral Note.

9. Attached are true and correct copies of the documentation relating to the Swap Transaction that were provided to me from Maybank's files:

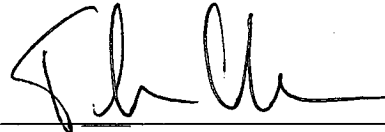
Exhibit A: Confirmation dated July 22, 1999 between LBIE and Maybank;

Exhibit B: ISDA Master Agreement, Schedule and Credit Support Annex
dated as of August 22, 1992 between LBSF and Maybank;

Exhibit C: ISDA Master Agreement, Schedule and Credit Support Annex
dated as of July 22, 1999 between LBIE and Maybank; and

Exhibit D: Termination Agreement dated as of November 18, 2003 between
LBSF and Maybank.

Dated: November 19, 2009
New York, New York

A handwritten signature in black ink, appearing to read 'T. Chase', is written over a horizontal line.

Thomas E. Chase, Esq.